

Henderson County  
Government/  
Highway/ School  
System

(in accordance with  
1981 Act)

**REQUEST FOR PROPOSALS (RFP) #2014-1**  
**EMPLOYEE BENEFITS INSURANCE BROKER**  
**AND**  
**HUMAN RESOURCE TECHNOLOGY SERVICES**

**RFP Schedule**

Issued Date: June 18, 2014

Written Questions Due: June 27, 2014

Submittal Deadline: July 2, 2014 9am

# **REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFITS INSURANCE BROKER AND HUMAN RESOURCE TECHNOLOGY**

## **I. INTRODUCTION**

### **A. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified insurance brokers and human resource technology service providers to Henderson County Government/Highway/School System (hereafter referred to as "The Organization"). The Organization seeks to reduce expense, streamline and consolidate the full spectrum of employee benefits to reduce administration costs and improve the employee experience.

Additionally, the organization wishes to consider electronic methods to reduce costs for employee enrollment, employee training programs. Such services will include, but not be limited to: (1) review and advise on appropriate insurance coverage with carriers rated "A" or better; (2) marketing and placement of insurance, including issuance of requests for quotes, as required; (3) review vendor contracts and evidence of coverage; (4) coordinate and oversee Organization benefit service providers; (5) act as a liaison and an advocate for the Organization with insurance companies; (6) provide a secure and privately branded employee communications portal including the option of integrated online enrollment system with electronic integration capabilities and online benefits education including customized benefits videos. (7) comply with HIPAA and Hi-tech regulations (8) review and recommend worksite wellness services including Staff wellness program and provide online wellness and telemedicine technology and coaching services (9) review, recommend, and provide an online learning management system for human resource/employee training and online educational services integrated within the secure employee portal and (10) provide benefits compliance education using qualified benefits attorney.

The benefit broker chosen should have the expertise to manage such benefit programs as; (but not limited to) medical, dental, vision, life/accidental death and dismemberment (AD&D) insurance (including basic and voluntary coverage), disability insurance (STD/LTD), and comprehensive voluntary benefit products including a medical supplement plan. Through this RFP, the Organization intends to consolidate all benefits and technology management with a single broker.

### **B. BACKGROUND**

Approximately 600 full-time employees and their dependents are enrolled in one or more Organization-sponsored benefit plans. The Organization offers medical insurance paid 75%/65% (schools) by the Organization. The Organization also offers dental and vision on a voluntary 100% employee paid basis, plus comprehensive voluntary benefit products.

For additional information on the Organization's health and welfare benefit programs and the scope of work for the selected broker/consultant, please see Exhibit A of this RFP.

## **II. SCHEDULE AND SUBMITTAL**

### **A. RFP SCHEDULE**

Issued:	<u>June 18, 2014</u>
Written Questions Due:	<u>June 27, 2014</u>
Submittal Deadline:	<u>July 2, 2014 9am</u>

### **B. WRITTEN QUESTIONS**

Questions or comments regarding this RFP must be put in writing and received by the Organization no later than June 20, 2014. Written questions are to be: (1) mailed to the Organization Name attention: Jennifer Fesmire at the address shown below for proposal submittal, or 2) e-mailed to [jenniferfesmire@hendersoncountyttn.com](mailto:jenniferfesmire@hendersoncountyttn.com); **COPYING** [rogerstim@k12tn.net](mailto:rogerstim@k12tn.net).

The Organization shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

### **D. PROPOSAL SUBMITTAL**

#### **1. General**

Proposals must be received by July, 2 2014. Any proposal received after this date and time, may, at the sole discretion of the Organization, be returned or set aside without consideration. Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. The Organization shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer.

The Organization intends that all proposals, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of proposals.

#### **2. Methods of Submittal**

##### **a. Physical Delivery**

The proposal shall be submitted in paper form in a sealed envelope marked “**Proposal—RFP # “2014-1”**” and delivered to: Henderson County Finance, 17 Monroe St, PO Box 495, Lexington, TN 38351. Proposals may be mailed, sent by private carrier or delivered in person during normal business hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday. Faxed copies will not be accepted. If submitting a paper proposal, the Proposer shall include one original and two (2) copies.

## **III. GENERAL INSTRUCTIONS**

### **A. ORGANIZATION CONTACT PERSON**

Jennifer Fesmire, 731-651-0253, [jenniferfesmire@hendersoncountyttn.com](mailto:jenniferfesmire@hendersoncountyttn.com)  
Tim Rogers, Finance Committee Chairman, 731-249-1204, [rogerstim@k12tn.net](mailto:rogerstim@k12tn.net)

### **B. ORAL COMMUNICATIONS**

Any oral communications by the Organization's Contact Person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the Organization, Proposer or Contractor.

### **C. CHANGES TO RFP**

If it is necessary to make material changes to the RFP, the Organization will post such addenda on the Organization's Website. Recipients of record are those parties that obtained a copy of the RFP directly from the Organization. It shall be the responsibility of the Proposer to inquire of the Organization as to any addenda issued. All addenda issued shall become part of the RFP.

### **D. JOINT OFFERS / SUBCONTRACTORS**

The Organization intends to contract with an individual firm and not with multiple firms doing business as a joint venture. If a subcontractor (including intermediary or wholesaler) is to be used, that fact must be disclosed in the proposal, together with the name of each subcontractor, method of compensation to subcontractor, and its duties in relation to the scope of work.

### **E. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Standard Agreement, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below in section IV.

### **F. AUTHORIZATION TO DO BUSINESS**

The Proposer must be authorized to do business in the State of Tennessee. Proposers shall provide copies of insurance license and errors and omissions certificate.

### **G. PRE-CONTRACTUAL EXPENSES**

The Organization shall not be liable for pre-contractual expenses incurred by the Proposer in the preparation of its proposal and Proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its offer to the Organization; (2) negotiate with the Organization on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit the Organization to award a contract. The Organization reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP.

### **H. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the Organization a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the Organization and not withdrawn becomes an irrevocable offer available for acceptance by the Organization immediately and for ninety (90) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted.

### **I. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP become the property of the Organization and may become public record after the award of contract.

## **J. IMMATERIAL DEFECTS IN PROPOSAL**

The Organization may waive any immaterial deviation or defect in a proposal. The Organization's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

## **K. STANDARD AGREEMENT**

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with the Organization. The Standard Agreement for professional services presented in Exhibit B of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal-evaluation process.

## **L. TERM OF CONTRACT**

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement for an initial term commencing July 9, 2014 and ending July 9, 2018, unless terminated earlier in accordance with the provisions specified in the Organization's Standard Agreement. Thereafter, the Organization reserves the right, at its sole option, to renew the contract up to a maximum of five (4) additional one-year terms extending through November 2022. No agreement with the Organization shall be in effect until a contract has been approved by the Board of Council of the Organization, or designee, and has been signed by both parties.

## **M. NEWS RELEASES**

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of the Organization.

## **N. CONTRACTOR EVALUATION**

At the conclusion of the contract, the Organization may evaluate the contractor's performance. The results of this evaluation may be considered by the Organization in evaluating future proposals from the contractor and may be shared with other parties considering engaging the contractor.

## **IV. PROPOSAL FORMAT AND CONTENT**

### **A. GENERAL**

Proposals are to be submitted in 8½" x 11" size paper, typed and, if submitted in paper form, bound with a simple method of fastening. Lengthy narrative is discouraged. Proposers should use the following outline in organizing the contents of their proposals.

### **B. TABLE OF CONTENTS**

Insert a complete table of contents for material included in the proposal, including page numbers.

### **C. COVER LETTER**

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgement of RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals;
- Identification of any information contained in the proposal which the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the Organization); and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

### **D. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES**

1. This section should establish the ability of the Proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer. Any proposal including subcontractors shall include a letter, signed by president or chief executive officer, agreeing to and confirming their ability to perform services indicated.

2. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

3. Describe your firm's most noteworthy qualifications for providing the required services to the Organization. Specifically highlight those qualifications that distinguish you from your competitors.

4. List ten (10) Tennessee schools and/or governments to which your firm has provided employee benefits insurance and human resource technology simultaneously. For these clients, describe in detail the scope of consulting services, tools that your firm provides to assist in compliance, and if these services/tools are outsourced or proprietary to your firm.

5. List ten (10) Tennessee schools and/or governments to which your firm has provided Health Care Reform Consulting services. For these clients, describe in detail the scope of consulting services, tools that your firm provides to assist in compliance, and if these services/tools are outsourced or proprietary to your firm.

6. Identify at least three (3) current clients. The Organization may contact as references who can independently evaluate the Proposer's expertise in this area. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.

7. Describe your firm's in-house Human Resources Information System (HRIS) resources, list all items/duties that your HRIS system can support, and include a listing of applicable fees for HR Consulting services.

8. Describe your firm's compliance and regulatory resources, including attorney information, years of practice and ERISA background. Please include a listing of additional costs associated with various services.

9. Is your organization a subsidiary or division of a parent firm? If yes, provide details with similar background information on the parent company and identify any other affiliated companies.

10. Disclose any existing or potential conflicts of interest between the scope of work required by the Organization and your firm's other business activities.

11. Furnish certificates of insurance showing the types and amounts of insurance carried by your firm.

## **E. STAFFING AND PROJECT ORGANIZATION**

1. Overview: This section should discuss the staff who would be assigned to service the Organization's account, their projected levels of work, and their reporting relationships.

2. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, current job functions (including other accounts to which they are committed), proposed roles on the Organization Name account team, and office location(s). Designate a principal of the firm who would be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Include as an appendix, a brief description of the personnel designated to this scope of work.

3. If more than two people will be assigned to the Organizations project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

## **F. WORK PLAN / TECHNICAL APPROACH**

1. This section should establish the Proposer's understanding of the Organization's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline the plan for accomplishing the specified work.
2. Describe how your firm would accomplish the work and satisfy the responsibilities described in Exhibit A.

## **G. COMMISSIONS AND FEES**

1. Overview: This section should disclose any commissions and fees to be assessed to the organization to the scope of work. Follow the format presented in: Exhibit B, addendum A ("Schedule of Payments") of this RFP.
2. The proposal pricing for each segment of the proposal shall include all equipment, labor, materials, and freight required to render the specified services (s). Separate pricing structures and compensation shall be provided for:
3. Describe compensation for enrollers.

## **H. EXCEPTIONS / DEVIATIONS**

State any exceptions to or deviations from the requirements of this RFP, including the Standard Agreement presented in Exhibit B. If you wish to present alternative approaches to meet the Organization's work requirements, these should be thoroughly explained.

## **I. APPENDICES**

1. Furnish as appendices those supporting documents (e.g., staffing) requested in the preceding instructions.
2. Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

## **V. PROPOSAL EVALUATION AND CONTRACT AWARD**

### **A. GENERAL**

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose total scope of benefits administration, health care reform consulting and technology services provide the best total employer and employee package. The Organization expressly reserves the right to reject all proposals and make no award under this RFP.



## **B. EVALUATION PROCEDURES**

### **1. Process**

All proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers. The evaluators will then select a Proposer award. Any selection and contract award is subject to review by the Organization's Attorney and authorization by the Finance Committee/County Commission.

### **2. Request for Additional Information**

During the evaluation the Organization may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the Organization may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified in writing (or by e-mail) and will be permitted a reasonable period of time to submit the information.

## **C. EVALUATION CRITERIA**

Proposals will be evaluated by the Organization based on the following:

By use of numerical and narrative scoring techniques, proposals will be evaluated by Henderson County Schools and Government against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown in parentheses. Within each evaluation criterion listed, the sub-criteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

- Qualifications, experience, and ability to carry out the Scope of Work – (25 Points)
- Health Care Reform Services – (15 Points)
- Technology Platform Services – (15 Points)
- Staffing, Project Organization – (10 Points)
- References of Proposer (not third-party vendor), Consolidation of services – (10 Points)
- Commissions, Fees and Pricing – (15 Points)
- Miscellaneous (exceptions/deviations to the RFP, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere) – (10 Points)

The Organization reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the Organization to do so. In the event a proposal(s) is rejected or otherwise does not result in a contract award, the Organization shall not be liable for any costs incurred by the Proposer in connection with the preparation and submittal of the proposal.

## **D. CONTRACT AWARD**

It is the intent of The Organization to award a single contract as the result of this RFP.

## **EXHIBIT A**

### **SCOPE OF WORK EMPLOYEE BENEFITS INSURANCE BROKER AND HUMAN RESOURCE TECHNOLOGY SERVICES**

#### **A. Background**

Henderson County Government/Highway/Schools System operates under the Financial Management act of 1981. There are approximately 750 total employees offered benefits under this umbrella.

The Organization programs include State Health insurance plans for all full-time employees, as well as many voluntary products.

#### **B. Contractor's Responsibilities**

1. Serve as Agent or Broker of record for Benefit Programs.
2. Prepare and release request for proposals to insurance, and retirement providers that provide online access/information including transactions, contributions, and balances for account holders.
3. Identify vendors that provide online access and enrollment.
4. Analyze insurance proposals and present the results of such analysis to the appropriate parties.
5. Negotiate benefit renewals, including meeting directly with insurance and retirement company representatives and place benefits.
6. Analyze claim experience/financial development for insurance and retirement plans.
7. Prepare reports, analyzing cost structures and make recommendations regarding changes, modifications and/or benefit enhancements.
8. Make recommendations regarding various benefit and insurance plans, insurance carriers, administrators and benefit service providers.
9. In coordination with others, provide coordinate benefits communication materials for employees throughout the agreement period.
10. Provide open enrollment support, including, but not limited to, developing timeline, assisting with the development of open enrollment materials, online enrollment and attend open enrollment meetings.
11. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
12. Review evidences of coverage (EOC) for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
13. Assist with claims and billing issues as requested.
14. Assist with implementation/transitioning of carriers/administrators.
15. Alert the Organization of legislative mandates related to benefit administration and assist with compliance.
16. Demonstrate performance in proper HIPAA protocols.
17. Provide benefits compliance education using qualified benefits attorney.

**EXHIBIT B**

**PROFESSIONAL SERVICES AGREEMENT**

PARTIES: Henderson County  
Government/Highways/School System:

And

("Contractor")  
[Address]  
Attn:  
[Contact name and phone number]

DATE:

TERM OF AGREEMENT:

**RECITALS**

WHEREAS, the Organization may contract for professional services to the extent permitted by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

**AGREEMENT**

- 1. SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The Organization shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the Organization and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as "Key Personnel" under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the Organization.

- 2. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof). The Organization's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties elsewhere herein, shall inure to the Organization, its successors, assigns, and users of the goods or services.
- 3. FEES.** The Organization shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The Organization shall pay all applicable taxes. Payment shall be made by the Organization's Accounts Payable Office upon submittal of invoice(s).
- 4. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.
- 5. TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof. Thereafter, the Organization reserves the right, at its sole option, to renew the contract up to a maximum of four (4) additional one-year terms.
- 6. TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Organization by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
- 7. DOCUMENTATION.** The Contractor agrees to provide to the Organization, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the Organization in its use of the Services provided hereunder.
- 8. DATA.** All confidential employee data shall be secured and transmitted in a manner to comply with HIPAA Hi-Tech regulations. Confidential Information may include, but is not limited to, employee information, Organization data, cost and expense information, and claims information.
- 9. RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the Organization. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the Organization.
- 11. ORGANIZATION REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the Organization in the implementation of this Agreement.
- 12. WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the Organization from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the Organization's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Organization be liable for any loss of the Contractor's

business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Organization has been advised in advance of the possibility of such damages. This shall constitute the Organization's sole liability to the Contractor and the Contractor's exclusive remedies against the Organization. Except for the sole negligence or willful misconduct of the Organization the Contractor shall indemnify, hold harmless and defend the Organization and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

- 13. INSURANCE.** Without limiting the Contractor's indemnification of the Organization and as a material condition of this Agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this Agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the Organization to protect the Organization from claims which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this Agreement, the Contractor shall furnish to the Organization certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-day notice to the Organization prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the Organization for bodily injury and property damage. Such insurance shall name the Organization as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the Organization which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Professional Errors and Omissions insurance in an amount not less than one million dollars (\$1,000,000) per incident.

Failure to maintain the insurance and furnish the required documents may terminate this Agreement without waiver of any other remedy the Organization may have under law.

- 14. AMENDMENTS.** This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.

**15. ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the Organization or the Contractor without prior written consent of the other.

**16. GOVERNING LAW.** This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in Cheatham County, State of Tennessee, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**17. NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the Organization, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.

**18. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.

**19. DRUG FREE WORKPLACE.** The Contractor, in the execution of this Agreement, certifies that it is a drug free workplace.

**19. ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**20. BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the City Council.

**21. SEVERABILITY.** The Contractor and the Organization agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

**23. NOTICE.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 3 business days after the date of mailing, whichever is earlier.

**24. CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor "financially interested" in any decision made by the Organization on any matter in connection with which the Contractor has been retained pursuant to this Agreement.

## **25. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

A) If this Agreement is funded by the Organization, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date set forth above.

### **CONTRACTOR ORGANIZATION**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Title:**

Organization Name

**By:**

**Name:**

**Title:**

Name: \_\_\_\_\_

Title:

By:

## ADDENDUM A

### **SCHEDULE OF PAYMENTS**

The Contractor's sources of income, revenue or compensation earned or received by the Contractor in connection to the Organization's Dental, Vision, Life, Medical Supplement and Ancillary coverage's shall be commissions paid by insurance carriers and or technology fees paid by the Organization.